

1504

**AGREEMENT
REGARDING THE TERMS AND CONDITIONS
OF EMPLOYMENT
BETWEEN
THE BOARD OF EDUCATION
AND THE
FRANKLIN LAKES ADMINISTRATORS ASSOCIATION
OF
FRANKLIN LAKES, NEW JERSEY**

**Effective July 1, 1994
through June 30, 1996**

PREAMBLE

This Agreement entered into this 28th day of March, 1995 by and between the BOARD OF EDUCATION OF FRANKLIN LAKES hereafter called the "Board" and the FRANKLIN LAKES SCHOOL ADMINISTRATORS ASSOCIATION, hereinafter called "The Association" represents the complete and final understanding of all bargainable issues between the Board and the Association for the term of this Agreement.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all administrative personnel who comprise the unit hereunder as follows:
 - 1. Middle School Principal
 - 2. Elementary School Principals
 - 3. Supervisor of Special Services
- B. The term "Administrators" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- C. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, (updated, 1987) in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition" of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association. The signature of the Association on the contract shall be pursuant to ratification received from the membership and the Board reserves the right to request proof of ratification of the membership before appending its signature to any agreement.
2. The Franklin Lakes School Administrators Association shall submit its total contract proposals to the Board of Education not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires and such submission of proposals shall constitute the opening of formal negotiations.
3. The Board reserves the right to present proposals of its own as well as counterproposals to those presented by the Association. Such proposals shall be presented to the Association in writing.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. No person covered under this Agreement shall engage in Association activities and meetings during the time that he is assigned to duty except as requested or approved by the Superintendent of Schools.
- B. The Association recognizes its obligation to represent equally all members of the Negotiations Unit, without regard to membership, participation or association with any activities of the Association.
- C. The Association shall be responsible for acquainting its members with Agreement and shall urge adherence to its provisions.
- D. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School Laws or otherwise applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE IV

ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

- A. Administrators shall be directly responsible to the Superintendent of Schools.
- B. It is the responsibility of each administrator to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article VI, if it is felt any such directive or policy is in conflict with the express terms of this agreement.
- C. Whenever any administrator is required to appear before the Superintendent or his designee, the Board or any committee, representative or agent thereof concerning the continuation of that administrator in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.
- D. Board members should refrain from criticisms of an Administrator(s) at public gatherings.
- E. Administrators covered by this Agreement shall provide the Board of Education with notice of at least sixty (60) calendar days notice prior to the effective date of any resignation and/or retirement. 120 days notice for retirement.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the citizens of the Borough of Franklin Lakes, Bergen County, New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and the Constitution of the State of New Jersey, and of the United States.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an administrator or the Association based upon the interpretation, application, or violation of this Agreement, or any term/condition of employment adversely affecting an Administrator or a group of Administrators.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions or employment of administrators. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Any individual member of the Administrators' association shall have the right to appeal the application of policies and administrative decisions affecting him through recognized administrative channels.

4. In presenting his personal professional grievances, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal.

ARTICLE VI
(continued)

5. He shall have the right to present his own appeal or to designate representatives of the local organization or another person of his own choosing to appear with him or for him at any step in his appeal.

D. Step 1 - Superintendent

Any professional employee who has a grievance shall appeal in writing to his immediate superior and, if within five (5) school days the answer is unsatisfactory or there is no answer continue the appeal to the next step.

Step 2 - Board of Education

The aggrieved may within five (5) school days after the decision of the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit his grievance in writing to the Board of Education. The Board shall within a period of thirty (30) days arrange a hearing at a mutually acceptable time and place.

Step 3 - Arbitration

In the event that the determination of the Board shall be deemed unsatisfactory by the Administrators' Association:

(a) If either the Association or the Board feel that the issue might be resolved through mediation, the parties shall procure the services of a mediator, at shared expense, from the Public Employment Relations Commission.

(b) If neither the Association nor the Board seek mediation, or mediation does not resolve the matter, and the matter is an "arbitrable grievance", the Association may refer the matter to binding arbitration in accordance with the Rules and Procedures of the Public Employment Relations Commission.

(c) Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of this agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement, and no grievance shall be arbitrable that involves voluntary or involuntary transfers and reassignments, the non-renewal of non-tenure administrators, or any matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

ARTICLE VI
(continued)

- E. Any grievance not presented in writing within thirty (30) days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants.

ARTICLE VII
SICK LEAVE

- A. Accumulated sick leave with pay will be allowed for the administrative staff. Sick leave will consist of (14) fourteen sick days for each year of employment. "In the event of a prolonged illness substantiated by a doctor's certificate, the Board of Education will provide additional sick days for a period of one (1) calendar month after the accumulated sick leave has been expended, with no deduction from salary. In this latter instance, the cost of the substitute or the estimated cost of the substitute shall be deducted from each additional sick day granted. A day's salary is defined as 1/240th of the annual salary. The Board of Education reserves the right to have a second medical opinion. If a third opinion is necessary, a doctor mutually acceptable to the administrator and Board will be selected. The cost of the second opinion will be borne by the Board. The cost of the third medical opinion will be mutually shared between the administrator and Board."

The Board and the Association are agreed that the above is an acceptable alternative to a Sick Day Bank and will be continued until such time as the Board and the Association may wish to consider a Sick Day Bank plan for extended illness.

- B. All sick days in excess of the first 150 days shall be vested to the FLAA Administrator's estates without limitation. These days would vest at a value of \$50 per day and would not be carried forward beyond the last day of full-time employment.

In the event of death of any Administrator while employed by the Board of Education, any benefits accrued to such Administrator shall be paid in full to his/her estate.

- C. Compensation for accumulated sick days at the rate of \$50.00 per day up to a maximum of 150 days will be granted at the time of an Administrators' retirement. (Retirement Service as defined in the Teachers' Pension Plan.) Administrators must provide six months notice prior to retirement in order to receive this benefit.
- D. Supplementary Compensation for accumulated sick days as defined in Article VII A for the contract year July 1, 1992 through June 30, 1993 consisting of (14) fourteen sick days at a rate of \$750.00 per day will be granted at the time of an Administrator retirement provided that the Administrator retire on or before June 30, 1993. This compensation will be in addition to the compensation defined in Article VII C.

ARTICLE VII
(continued)

Accumulated sick days for Administrators who continue their employment in accordance with the terms and conditions of this agreement after June 30, 1993 will be granted compensation for accumulated sick days in accordance with Article VII C.

ARTICLE VIII

A TEMPORARY LEAVE OF ABSENCE

A. FAMILY LEAVE

In addition to sick leave, a maximum of two (2) days per year will be allowed in cases of illness to a husband, wife or child. This is not accumulative. Administrators must notify the Superintendent of Schools of their absence.

In the case of death in the immediate family, defined as husband, wife, father, mother, child, sister, brother, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any employee may be granted not more than three (3) days of absence with full pay, these days not to be deducted from the fourteen (14) days allowable for an illness or accident. In the case of a relative of the second degree, such as uncle, aunt, niece, nephew, cousin, leave of absence of one (1) day may be allowed, this not to be deducted from the fourteen (14) days allowed for illness or accident.

B. PERSONAL ABSENCE

Administrators shall be allowed up to three personal days with pay for the discharge of important personal matters, family business, legal or household matters, or other personal emergencies that cannot be handled during non-school hours. Personal days must be approved by the Superintendent of Schools. Application shall be made at least seven (7) days before taking such personal leave (except) in the case of extreme emergencies. Absence for personal reasons beyond three days of any such leave must be approved by the Superintendent of Schools. The full amount of salary will be deducted for all days beyond the three days of leave. Among the reasons which may be considered for a day of personal absence with pay are:

1. Closing title on property
2. Moving day
3. Court appearance
4. Appearance at Governmental agencies
5. Entering offspring in college
6. Attending offspring graduation
7. Attending wedding of a member of immediate family
8. Marriage
9. Reading of a will
10. Attendance at a ceremony (including a graduation ceremony) at which a member of the family will be the recipient of some distinctive award or honorary degree or will be sworn into high office
11. Official Association business to be conducted by the Association President

ARTICLE VIII

(Continued)

An Administrator may be accorded a day of absence with pay for any of those reasons listed, but not for each of them. The intent of this agreement is to satisfy situations of an emergency or unique nature.

ARTICLE IX

EXTENDED LEAVE OF ABSENCE

The Board of Education may grant extended leaves of absence without pay for reasons which the Board may judge to be worthy of consideration. An example which might be considered worthy would be election or appointment to an executive position with the American Association of School Administrators.

The Board will have sole authority to grant or reject requests for extended leaves. Requests must be submitted to the Board, in writing, no less than ninety (90) days prior to the start of such leave.

Rejection of requests for extended leaves will not be grievable.

ARTICLE X

INSURANCE PROTECTION

- A. The Board of Education of Franklin Lakes agrees to pay full premium costs for all Administrators and dependents in the health program provided by the Public and School Employees Health Benefit Act of the State of New Jersey, L1964, Chapter 125.
- B. The Board of Education will provide to each Administrator the full benefits of the Dental Plan as provided by the Delta Dental Service Plan, Inc. (Same benefits as teachers)
- C. The Board of Education will provide a prescription drug plan as provided to other employees for the period of July 1, 1991 through June 30, 1992. Beginning July 1, 1992, the prescription plan will be eliminated.

FRANKLIN LAKES ADMINISTRATORS' ASSOCIATION

Salary Schedule

July 1, 1994 through June 30, 1996

1994-95	Joseph Klingler	93,645
	Roy Egatz	92,840
	Philip Fontana	86,471
	John Caliso	81,830
	Diane Fellows	75,000

1995-96	Joseph Klingler	97,110
	Roy Egatz	97,110
	Philip Fontana	89,320
	John Caliso	88,320
	Diane Fellows	80,000

ARTICLE XII

PROFESSIONAL IMPROVEMENT

The Board of Education will continue implementation of the following policy:

1. The Board will reimburse up to \$700.00 of the tuition cost per year plus the cost of required books to administrators who voluntarily engage in and satisfactorily complete educational courses beneficial to the school system.
 - a. Selected courses, or degree programs must relate to an administrator's present position or to a reasonably predictable future assignment which may be requested of an administrator by the Board.
 - b. To be eligible for reimbursement an administrator will be required to obtain approval in writing prior to the start of a course from the Superintendent of Schools.
 - c. Reimbursement will be made after satisfactory proof of completion of the course is furnished by the Administrator to the Board. Satisfactory completion is a "B" or better as a grade for the course.
2. The Board will pay the full cost of tuition and other instructional expenses incurred in connection with any courses, workshops, seminars, conferences, or in-service training sessions which an Administrator is requested by the administration to attend.
3. The Board will pay the cost of memberships for Administrators in national and state administrators' associations, AASA and the Bergen County Elementary and Middle School Educators' Association. Prior approval of the Superintendent is required for a Administrator's initial membership, exclusive of annual renewals, in any of the aforementioned professional organizations.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. LEGAL COUNSEL

The Board of Education agrees that whenever any civil action has been or shall be brought against any administrator for any act or omission arising out of and in the course of the performance of the duties of such administrator, the Board shall indemnify the costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom in accordance with present law or subsequent amendments of such law.

The Board will maintain appropriate insurance to cover all such damages, losses or expenses and said insurance company will provide legal counsel for said administrators.

In the event that the Board takes the position that the administrators action complained of was outside the scope of his authority or beyond the course of the performance of his duties, the administrator will provide his own defense, but in the event it is legally determined that his actions were within the scope of his authority, he shall be reimbursed for the costs of his defense.

B. COMPLAINT PROCEDURE

Complaints regarding an administrator made to any member of the administration or Board by any parent, student, teacher or other person which may influence evaluation of an administrator shall not be placed in his personnel file unless the administrator has had an opportunity to review such material. He shall affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents therein. The Administrator shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent or his designee and be attached to the file copy.

- C. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents or representatives against any of the Administrators covered under this agreement because of any lawful activities by such Administrators on behalf of the Association. The Association, its members and agents shall not discriminate against,

ARTICLE XIII

(Continued)

interfere with, restrain or coerce any Administrators covered under this agreement who are not members of the Association.

D. CONVENTIONS

Upon recommendation of the Superintendent, the Board of Education may permit Administrators to attend the annual, national and state Conventions. A maximum attendance of two of the Administrators may be approved for conventions outside of the state when school is in session, and two when our children are out of school on vacation. Two Principals may attend conventions held within the state. Priority for attendance will be on a rotational basis.

The Supervisor of Special Services will be eligible for conventions every other year, but this will not interrupt the principals' yearly rotation.

The Board of Education, with the submission of evidence of expenditure, will reimburse up to \$50.00 (fifty dollars) per day for meals in addition to expenses incurred for travel to and from the convention. Hotel accommodations will be reimbursed if approved by the Superintendent of Schools prior to making reservations.

E. ADMINISTRATORS' VACATION

Vacation - One month in summer or 2 weeks in summer and 2 weeks during Winter and Spring recess, or 3 weeks summer and 1 week during Spring or Winter recess, for a total of 22 days.

Holidays - School holidays, including Christmas Week not Winter and Spring weeks except as in above.

F. PAYMENT FOR UNUSED VACATION

Administrators may accumulate a maximum of 15 vacation days and, upon retirement, be paid their appropriate per diem salary providing at least six months written notice is given by the Administrator. The per diem salary shall be the rate of pay at the time of retirement.

ARTICLE XIII
(continued)

G. FLEXIBLE BENEFIT

An annual flexible benefit amount is available to each FLAA member in the amount of \$2,000 for 1991-92 and \$2,500 thereafter. The FLAA member is required to submit vouchers to the Board Secretary who would be responsible for effecting payment. Any unused benefit amount would cease to be available on the last day of the contract year. No amount is available for payment of wages to anyone except the employee. Any Administrator selecting the benefit to be paid towards longevity shall identify his/her intent in writing to the Board Secretary by July 1 of the new fiscal year.

ARTICLE XIV

SEPARABILITY

A. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any Administrator is held invalid by operation of law or by a court or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

PROFESSIONAL DEVELOPMENT LEAVE

A. ELIGIBILITY

1. Professional Development Leave may be granted after six (6) years of service in the Franklin Lakes School District with a record of sustained high level performance.

B. DURATION AND PAY

1. An administrator on leave shall be paid by the Board at one-half (1/2) year's leave.
2. Regular deductions for the State Retirement Fund, as provided for by law, shall be taken from compensation during leave.

C. NUMBER OF STAFF ELIGIBLE

1. Not more than one administrator on the staff will be granted leave in any one year.

D. GENERAL CONDITIONS

1. An administrator granted leave agrees not to engage in any full-time employment for remuneration during the period of leave.
2. An administrator on leave may accept fellowships or become engaged in temporary or part time professional employment to supplement their leave pay.
3. As a condition for granting leaves, the administrator shall enter into a contract to continue in the service of the Franklin Lakes Board for a period of at least two (2) years upon completion of leave.
4. An administrator will be required to repay to the Board a sum bearing the same ratio to the amount of salary received while on absence that the unfulfilled portion of the subsequent years service bears to the full year or two (2) years in case of resignation or failure to continue in service for the agreed upon period following leave.
5. An administrator may return to a position within the scope of his/her administrative certification upon return from leave.
6. The time an administrator is away on leave shall be included in determining salary adjustment and experience levels.
7. Official college or university transcripts showing successful completion of courses will be forwarded to the Superintendent showing full time college or university enrollment when leaves are granted for study purposes for the period of the leave.

ARTICLE XV
(continued)

8. Reports should be planned for submission in consultation with the Superintendent and will be required when leaves are granted for research purposes.

E. FILING APPLICATION

1. Applications for leave shall be filed with the Superintendent on or before December 1 of the year preceding the "leave year".
2. The application shall state the purpose of the leave.
3. The Board shall take action on applications for leave as early as possible, but not later than April 15 prior to the beginning date of the leave and in passing on applications for leave will apply the following criteria:
 - a. Years of service in Franklin Lakes Public Schools subsequent prior to the date of the leave.
 - b. The type of leave requested.
 - c. The educational value of the leave to the Franklin Lakes Schools.
 - d. The relationship of such leave to the professional growth of the applicant.
 - e. If more than one application is received, the Board in its sole discretion, shall determine which of the applicants shall be granted leave.
 - f. Each application will be judged on its merits. If only one application is submitted, it will not automatically qualify. The Board reserves the right to reject any or all applications if it is not satisfied that even one of them sufficiently satisfies the criteria for acceptance.

ARTICLE XVI

DURATION OF AGREEMENT

A. DURATION PERIOD

This agreement shall be effective as of July 1, 1994 and shall continue in effect through June 30, 1996 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

B. Status of Agreement:

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries on the day and the first above written.

FRANKLIN LAKES ADMINISTRATORS ASSOCIATION

By: _____ President

By: _____ Secretary _____
Date

FRANKLIN LAKES BOARD OF EDUCATION

By: _____ President

By: _____ Secretary _____
Date